## Comprehensive Master Contract

**Negotiated Between** 

THE SIOUX CITY EDUCATION ASSOCIATION

and the

SIOUX CITY COMMUNITY SCHOOL DISTRICT
BOARD OF DIRECTORS

July 1, 2005 - to = June 30, 2007

The Sioux City Community School District and the Sioux City Education Association thank you for your service and dedication to the students of our District. It is through educators such as yourself that we develop young minds that are the future of our community and our society. Thank you for being an educator and an employee of the Sioux City Community School District.

Although we hope you never encounter problems that become an impediment to your success, we understand that sometimes problems do occur. The District offers all our employees and their families access to an Employee Assistance Program, which can help you, or a family member, work through emotional or mental health issues. This service is free to our employees and family members and can be an invaluable resource in helping to work through these issues.

Should you ever encounter problems at work of such a nature as to feel threatened or harassed (or become aware of someone who is encountering such a problem), whether by a student or another employee, it is important for you to know that you have a variety of ways to seek assistance. The District takes all forms of harassment very seriously and will not tolerate any such harassment. Should you believe you are encountering such a problem you should immediately contact someone of authority that can either take action or bring it to the attention of someone who can take appropriate action. Some options include, your principal or department leader, the District Equity Director, the Director of Human Resources, your Associations' UNISERV Director, the Assistant Superintendent or the Superintendent. The primary point to remember is, tell someone so the district can become aware of the problem and take the appropriate action to resolve it. Again, we hope you will never have such a problem but if you do, seek help from the resources available within the district and the issue will be addressed quickly and decisively.

We hope you find your position with the district challenging, rewarding and enjoyable. Thank you for all that you do.

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## ARTICLE 1 Preamble

The Board of Directors of the Sioux City Community School District, also known as the Board of Education, hereinafter referred to as the "Board," and the Sioux City Education Association, hereinafter referred to as the "Association," recognize the aim of the public schools is to provide a quality education program for the children and youth of the School District.

Whereas, the parties have agreed to negotiate in good faith and,

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:

# ARTICLE 2 Recognition

#### A. Unit

The Board hereby recognizes the Sioux City Education Association, an affiliate of the Siouxland UniServ Unit, the Iowa State Education Association (ISEA) and the National Education Association (NEA), as the certified, exclusive and sole bargaining representative for all certified personnel as set forth in the PERB certification instrument (Case No. 152) issued by the PERB on the 12th day of December, 1975.

The unit described in the above certification is as follows:

Full-time and regular part-time elementary and secondary classroom teachers; athletic directors; building heads of departments; itinerant elementary music, art, and physical education teachers; elementary and secondary librarians; special education teachers; counselors; head counselors; home instruction teachers; school community agents; consultants for self-image development program; learning disabilities teachers; remedial reading teachers; Chapter I associate teachers; school nurses; head school nurse; work-study coordinators; ICT coordinator; half-time vocational auto shop assistant; TAG teachers; ESL teachers; all head teachers and employees on sabbaticals.

Further, the bargaining unit shall exclude superintendent; assistant superintendent of schools; directors of human resources, pupil services, physical operations, finance, K-12 curriculum, equity, federal/state projects, and assessment/staff development; food service coordinator; secretary to the board; purchasing agent; all school principals and assistant principals; division heads; and all other persons specifically excluded by Section 4 of the Iowa Public Employment Relations Act.

#### B. Definitions

- 1. The term "Board", as used in this Agreement shall mean the Board of Education of the Sioux City Community School District or its duly authorized representatives.
- 2. The term "School District", as used in this Agreement, shall mean the Sioux City Community School District.
- 3. The "employee", as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
- 4. The term "Association," as used in this Agreement, shall mean the Sioux City Education Association or its duly authorized representatives or agents.

# ARTICLE 3 Grievance Procedure

#### A. Definitions

#### 1. Grievance

A "grievance" is a claim that there has been a violation, misinterpretation, or a misapplication of any provision of this Agreement.

#### 2. Grievant

A "grievant" is the person(s) or the Association making the complaint.

#### 3. Party in Interest

A "party in interest" is the grievant or any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the complaint.

#### B. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to a grievance, which may arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. General Procedures

#### 1. Time Limits

Every member of the Bargaining Unit shall have the right to present grievances in accordance with these procedures. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

The failure of a grievant or in the event of an appeal to arbitration, the Association, to act on any grievance within the prescribed time limits will act as; a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

The time limits specified may be extended by mutual agreement.

#### 2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein for Steps One and Two shall be reduced so that said steps of the grievance procedure may be completed prior to the end of the school year. The provisions of the Third Step shall apply to year-end grievances, but no arbitration hearing shall be scheduled during the summer vacation period.

### 3. Continuity of Instructional Program

It is agreed that any investigation or processing of any grievance by the grievant shall be conducted so as to result insofar as possible in no interference with or interruption of the instructional program of the grievant or of the teaching staff.

#### D. Processing Grievances

## 1. First Step (Principal or Immediate Supervisor)

Within ten (10) contract days of the act or condition which gave rise to a grievance, the grievant may complete, deliver and file with the Principal or immediate Supervisor the written grievance set forth in Exhibit "A" attached (Grievance Report). The grievance form shall be available from the Association representative in each building. Said form shall be signed by the grievant and may also be signed by a representative of the Association. The Principal or immediate Supervisor shall make a decision on the grievance, enter such decision in writing to the grievant and Superintendent within five (5) contract days after receipt of the Grievance Report.

## 2. Second Step (Superintendent)

In the event a grievance has not been satisfactorily resolved at the First Step, the grievant shall file a copy of the grievance with the Superintendent within five (5) contract days of the Principal's written decision at the First Step. Within ten (10) contract days after such written grievance is filed, the grievant and Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) contract days of the Second Step grievance meeting and communicate it in writing to the grievant and the Principal.

## 3. Third Step (Arbitration)

If the grievance is not resolved satisfactorily at the Second Step, the matter may be submitted to arbitration. The Association, on behalf of the grievant, may submit a written request to the Superintendent within thirty (30) days from receipt of the answer in the Second Step to enter into such arbitration.

Within five (5) days after such request for arbitration, the parties shall compile a list of five (5) arbitrators drawn by lot from the permanent panel of arbitrators maintained by the parties. The parties shall determine by lot which party shall be required to remove the first name from the list. The parties shall strike four names from the list with the first name stricken by the party required to do so and the remaining names stricken by the parties in alternation. The person whose name remains shall be the arbitrator.

The arbitration hearing shall be scheduled not later than sixty (60) days following the date on which the request for arbitration was submitted to the Superintendent. The Arbitrator shall issue a decision not later than twenty-one (21) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the final statements and proofs on the issues submitted. The arbitrator shall be without power or authority to make any decision other than one which interprets the meaning of this contract. The decision of the arbitrator shall be final and binding on the parties.

The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring the same.

The cost of a substitute teacher for the grievant during arbitration hearing shall be borne equally by each party. The Association shall pay the full cost of the substitute teachers for its witnesses.

#### E. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

### F. Grievance Affecting Class of Employees

When a grievance affects a class of employees, the Association may submit such grievance in writing directly to the Superintendent or his/her designee, and the processing of such grievance shall be commenced at the appropriate level. The Association may process such a grievance through all levels of the grievance procedure.

### G. Arbitration of Multiple Grievances

If more than one grievance is pending arbitration, each grievance must be presented to a separate arbitrator unless the parties mutually agree otherwise.

#### H. Decision of Central Administrator

Whenever the decision giving rise to the grievance was made by a central administrator, the grievant may file the grievance beginning at the Second Step.

#### I. Grievance Precedent

The failure of an employee to file a grievance shall not set a contract interpretation precedent if a grievance is subsequently filed for similar circumstances by another employee.

# ARTICLE 4 Association Rights

#### A. Use of Facilities

Subject to the approval of the Superintendent, the Association and its members shall have the right to make use at all reasonable hours of school buildings and facilities for meetings. The Principal of the building shall be notified of the time and place of all meetings.

#### B. Communications

Subject to the approval of the Superintendent or building Principal, the Association shall have the right to post notices on employee bulletin boards of activities and matters of Association concern. A portion of at least one bulletin board shall be allowed in each school

building in areas designated for employee use such as staff lounges and workrooms but not in areas generally open to the public or students.

Subject to the approval of the Superintendent or building Principal, the Association may use the District mail service and employee mailboxes for communications to employees. Association mail will only be opened by Association members for whom intended.

#### C. Access to Members

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property before school, during the noon lunch period, after school and at other times with approval of the building Principal, provided that this shall not interfere with or interrupt normal school operations.

# ARTICLE 5 Dues Deduction

## A. Authorization

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Exhibit "B" attached (Dues Deduction Authorization Form).

#### B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of total dues from the regular salary check of the employee each month for twelve (12) months beginning in October.

#### C. Prorated Deduction

Employees who begin dues deduction after October shall have the total dues prorated on the basis of the remaining months of employment through September.

#### D. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board. The Board shall notify the Association immediately of receipt of such notice.

#### E. Termination

When an employee terminates employment prior to September, the Board shall deduct the unpaid balance of professional dues and forward same to the Association. The Association agrees to indemnify and hold harmless the Board, each individual member of the Board and all agents of the Board against all claims, costs, suits or other liability and all court costs arising out of the application of the provisions in this paragraph.

#### F. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within three (3) days following each regular payroll period along with a listing of the employees for whom deduction was made.

# ARTICLE 6 Other Payroll Deductions

Upon appropriate written authorization from the employees the Board shall deduct from the salary of any employee and shall make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance or any other plans or programs jointly approved by the Association and the Board.

# **ARTICLE 7 Compliance Clauses**

## A. Compliance Between Individual Contract and Comprehensive Agreement

Any individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement for its duration shall be controlling. Each individual employee contract shall be signed by the President of the Board when tendered to the employee, and after it is signed by the employee, it shall be retained in the employee's personnel file.

In the event the Board uses any individual contract, which varies in substance from the standard contract, a copy thereof shall be given to the Association within five (5) days after its execution.

## B. Separability

Should any article, section or clause of this Agreement be declared illegal by a court of last resort having competent jurisdiction, then such article, section or clause shall be deleted from

this Agreement to the extent it violates the law. The remaining articles, sections and provisions shall remain in full force and effect. The Board and the Association then shall enter into negotiations to replace the invalid provisions within sixty (60) days.

## C. Printing

Upon joint approval of the format, copies of this Agreement shall be printed in the print shop of the School District.

The Agreement shall be presented to all employees now employed and subsequently employed for the duration of this Agreement. The Association will receive one hundred (100) additional copies of the Agreement.

All costs of printing the Agreement shall be at the joint expenses of both parties.

#### D. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to any provision of this Agreement either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

#### 1. If by Association

To the Board at 1221 Pierce Street, Sioux City, Iowa 51105.

## 2. If by Board

To Association at 1119 Fourth St., Suite 213, Sioux City, Iowa 51101.

# ARTICLE 8 Wages

#### A. Salary Schedule

The salaries of regular full-time employees are set forth in Exhibit "C" attached hereto and made a part hereof.

The salaries of regular part-time employees shall be at a ratio proportionate to their part-time service.

If the legislation regarding Phase I and II is amended or if the funding formula or monies appropriated for Phases I and II are changed, then the integrated Phase I and II monies shall be removed from the salary schedule.

An employee who fails to sign and return his/her continuing contract by at least the twenty-first day following the delivery date or the date of proof that delivery was attempted will not receive any negotiated salary increase for the contract year. This provision will be waived if there are extenuating circumstances as determined by mutual agreement of the Superintendent and the President of the Association.

Written notice of this provision will be provided to each employee upon the issuance of his/her contract. During the 21 day period after the issuance of continuing contract, the Principal, or designee, will make an effort to remind the employee to return his/her contract.

Prior to the end of each school year, the Human Resources Office shall make every effort to notify employees whose licenses will expire prior to the end of the following school year. This notification shall be in writing. Employees shall make every effort to provide proof of current licensure or proof that they submitted their license renewal application in a timely fashion. For purposes of this provision, proof of licensure may include a copy of the application to the Department of Education which may be verified by the District. Failure to provide proof of licensure or failure to provide proof that a license renewal application was submitted to the Department in a timely fashion may result in the withholding of pay, an unpaid suspension, or termination of the employee's continuing contract under Iowa Code Chapter 279. This provision does not affect in any way an employee's rights under Iowa Code Chapter 279.

### B. Placement on Salary Schedule

#### 1. Adjustment to Salary Schedule

Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement and in accordance with Section Two (2) below. Any employee who performs work under a contract with the Board prior to the first day of the second semester of any school year shall be given credit for one (1) year of service toward the next increment step for the following year.

## 2. Credit for Experience

If the District decides to offer a contract to a person who has previously served as a substitute teacher in the District then credit for substitute experience may be applied on the salary schedule as follows: subbed for at least 120 days = 1 year; subbed for at least 240 days = 2 years.

If the Board determines that it is appropriate to do so based upon the availability of applicants for a position, the Board may place a newly hired employee on any step up to and including step 6 based on his/her comparable work experience.

Upon initial employment credit up to and including the eleventh (11th) step of the appropriate salary lane on the employee salary schedule shall be given for previous

outside teaching experience in a duly accredited school providing such experience has been within the last ten (10) years. Total credit shall not exceed ten (10) years.

## 3. Returning to District

Any employee with previous teaching experience in the School District shall upon returning to the system receive full credit on the salary schedule for teaching experience whether in or outside of the system, subject to the limitations of paragraph "B.2" above.

#### 4. Military Service

No credit for teaching experience shall be given for military service unless required by law. Employees who have received credit for teaching experience due to military service shall not be affected by the foregoing.

### C. Advancement on Salary Schedule

#### 1. Increments

Employees shall be granted one increment or vertical step on the salary schedule for each year of service until the maximum for their educational classification is reached, subject to Section "F" of this Article.

For the purpose of determining such increments, a year of service consists of employment in the School District for consecutive teaching days equaling more than 50% of the teaching days in that contract year.

#### 2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall be placed on the step corresponding with that to which they would have been entitled had they remained in their former educational lane. An employee if eligible shall be entitled to move both horizontally and vertically in the same year. To advance from one educational lane to another, an employee shall complete and file with the human resource office a written application for horizontal advancement on a form furnished by the School District and available in the Principal's office no later than September 15 of the school year for which the credit is to be granted. Grade report forms may be temporarily accepted as evidence of completion of a course intended to be used by an employee in making application for horizontal advancement. If an official transcript(s) of credit(s) earned is not filed with the human resource office by the end of the first semester, the employee shall be moved back to his/her previous salary lane and his/her salary shall be reduced to make up for any overpayment.

An administrative or clerical error at a college or university shall not be the sole basis for denying an employee's request to move to a higher salary lane.

## 3. Advanced Degree

With the approval of the Superintendent, advanced degrees may relate to any position an employee holds or desires to hold within the School District or for any administrative position.

#### 4. Barrier Credits

Barrier credits as such shall not be in effect in the School District for the term of this contract, but all employees shall fulfill the requirements of the Iowa Department of Education (DE) for certification. However, it is recognized that the Board may desire to reinstate barrier credits under circumstances subsequently existing and that the DE requirements for certification are of a minimum nature.

#### D. Method of Payment

#### 1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the last business day of each month.

## 2. Exception

When a pay day falls on or during a school holiday, or vacation, the School District will make every reasonable effort to provide employees their paychecks on the last previous workday.

#### 3. Deduction for Absence

Salary deductions for absence from duty for reasons not allowable under this Agreement shall be made on the basis of 1/193rd of the annual pay for each day of absence, unless the employee is contracted for more or less than 193 days. In these situations the basis shall be 1/number of contract days.

#### 4. Summer Checks

Regular salary checks for June 30 and July 31 other than for summer school shall be mailed to the address designated by the employee or electronically deposited as per paragraph 6 of this Section D. Employees who have submitted a written letter of retirement shall have the option to receive their July and August paychecks in June, mailed to their designated address or deposited in a designated bank account.

## 5. Electronic Deposit

Employees shall have the option to have their paychecks deposited directly to their designated bank account. Employees shall be given this option annually on a form provided by the District.

## E. Extra Assignment and Extended Contract

The salary schedule is based upon the regular school calendar and the workdays and holidays as set forth in this Agreement.

- 1. Any employee whose full-time assignment exceeds the regular employee workyear shall be additionally compensated in the proportionately additional amount.
- 2. A secondary employee who teaches six (6) regular class periods in a seven (7) period day shall receive 9% of the base salary in addition to his/her regular salary.
- 3. Middle school teachers will work on the basis of a seven period day plus an additional thirty (30) minutes for Quest, T.A., and Exploratory courses. The length of the regular workday will remain 7 hours and 30 minutes.
- 4. Middle school teachers will receive additional compensation as provided in Article 8 (E)(2) for sixth period assignments not including the additional 30 minute period devoted to Quest, T.A. or Exploratory courses.
- 5. Middle school core curriculum teachers will have two planning periods daily (one for individual planning and one for team planning).
- 6. After an application process, which is determined by the Administration, team leaders will be selected by the building Principal and will receive 5 percent of the base salary in addition to their regular salary.

## F. Withholding Increases

For just cause, the Board has the prerogative of withholding any increase in the salary of any individual. In no case will this provision be used to circumvent the provision of paragraph "B.2" of this Article. The Association shall be notified whenever this provision is invoked.

## G. Head Teacher's Salary

Any employee who also serves as a Head Teacher shall receive the regular salary provided in the salary schedule (Exhibit "C") and in addition will receive:

- 1. Supplemental pay of sixteen percent (16%) of base salary on Exhibit "C" for extra duty responsibility; and
- 2. Regular salary for any extended contract (1/193 of Exhibit "C" for each day of the extended contract).

## H. Salary for Vocational Teachers

1. Half-time Vocational Graphic Arts Teacher / Half-time Production Printer and Vocational Auto Shop Teacher

One who is employed in the above capacities shall receive a salary as agreed to by the District and Association and said annual increase shall be equal to the percentage increase for the total group for a 52-week year, payable at regular intervals, plus current vacation days given to all twelve-month employees on the basis of previous service to the School District, (i.e., one (1) week of vacation after one (1) full year of service, two (2) weeks of vacation after two (2) full years of service, three (3) weeks of vacation after ten (10) full years of service, and four (4) weeks of vacation after eighteen (18) full years of service).

2. The salary of any new employee hired under this section shall be negotiated by the parties.

#### I. Sabbatical

Each employee who is granted a sabbatical will be paid on a per diem rate of 1/193 of his/her salary (including salary adjustments for Phases I and II) for each day of work with the exclusion of the lunch period. For the purposes of this provision, a day of work consists of eight (8) hours exclusive of the meal period.

#### J. Nurses Salary

1. All nurses hired shall be placed on the teachers' salary schedule, according to degree and experience.

# ARTICLE 9 Supplemental Pay

#### A. Rates of Pay for Extracurricular Responsibilities

Employees assigned for extracurricular responsibilities shall be compensated according to Exhibit "D" attached hereto and made a part hereof. Individuals who are not employed as teachers by the District shall be compensated in a manner which complies with the Fair Labor Standards Act.

## B. Extracurricular Responsibility Contracts

#### 1. Conditions of Service

Employees assigned for extracurricular responsibilities shall be required to fulfill such responsibilities subject to the following conditions:

- a. Unless the Board and the employee otherwise agree, the basic period of service shall be five (5) years.
- b. Employees may resign at any time, provided the Board agrees to such resignation.
- c. During the fifth year of extracurricular service, employees may request to be released from the extracurricular position of their individual contract by submitting to the Board their written resignation effective at the end of the then current school year. Following receipt of an employee's request to resign, the Administration shall attempt to obtain a qualified replacement. If a qualified replacement is obtained, the employee's resignation shall be accepted by the Board. If no qualified replacement is obtained, the employee shall be required to fulfill the extracurricular duties during the succeeding school year.
- d. During the sixth or any following year of extracurricular service, employees may request to be released from the extracurricular portion of their individual contract by submitting to the Board their written resignation effective at the end of the then current school year. Following receipt of an employee's request to resign, the Administration shall attempt to obtain a qualified replacement. If no qualified replacement is obtained, the employee shall be required to fulfill the extracurricular duties during the succeeding school year but shall be released from the extracurricular portion of his/her individual contract at the completion of said school year.
- 2. To comply with this provision, an employee's written resignation must be submitted to the Board no later than January 1 of the then current school year.

- 3. The Board shall not be required in accordance with this provision to release an employee from more than one extracurricular duty for any one school year.
- 4. Years of service for employees who are assigned extracurricular responsibilities on the effective date of this Agreement, shall be calculated from July 1, 1979, commencing with the school year in which said service actually began provided it has been continuous.
- 5. The Board and the Association acknowledge that the assignment of extracurricular responsibilities is a non-mandatory subject of bargaining. In the event that the Board withdraws this provision from this Agreement without the approval of the Association, the parties agree that the provision of this Agreement entitled "Withholding Increases" [Article 8, F] shall also be withdrawn from this Agreement.

## C. Expenses for Traveling Employees

- 1. a. Employees who have academic assignments in more than one building during a school day and employees on sabbaticals working for the School District shall be reimbursed for their travel within the school day.
  - b. Employees who currently have an academic assignment in one building and who have an extracurricular assignment in a different building shall be reimbursed for their travel within the school day provided their split assignment is the result of an involuntary transfer. Employees who are either assigned to or involuntarily transferred by the Administration into a split assignment after July 1, 1980, shall be reimbursed for their travel within the school day. Employees whose split assignment is the result of a voluntary transfer, regardless of the date of that transfer, shall not be reimbursed for their travel related to said split assignments.
  - c. No employee shall be reimbursed for travel related to meetings which employees are generally required or expected to attend including, but not limited to, mass teacher meetings, curriculum meetings, departmental meetings, PTA meetings, plays, athletics, music programs, open-houses, parent-teacher conferences and programs, faculty meetings and all other similar types of school functions and programs.
  - d. In order to qualify for reimbursement, all other travel must be for school business purposes only and approved in advance by the employee's building Principal or Coordinator.
  - e. The mileage compensated under this section shall be the total number of miles required for auto travel related to school business on any day reduced by the mileage to and from the employee's home to his/her work site.

- f. The per mile rate of reimbursement shall be set by the District. Effective July 1, 2004 the rate shall be \$ .31/per mile. The School District shall provide each employee required to travel with a chart upon which to record daily mileage. Reimbursement for travel expense shall be made at the end of each semester.
- 2. An employee who is required by the School District to attend a professional meeting and/or conference shall be reimbursed for travel and lodging expenses as follows:

a. Mileage Per-mile rate as specified in Section One (1) above, or coach airfare

b. Meals \$25.00 per day

c. Lodging Actual cost determined by receipt, not in excess of

\$50.00 per day

d. Registration Fee Actual cost determined by receipt

## D. Hourly Pay for Extra Duty Categories Outside of Regular Contract

The hourly rate to be paid for employees listed below will be \$26.00 per hour for 2005-2006; \$27 per hour for the 2006-2007 school year.

Traffic Education
Staff Development
Summer School
Chapter I Tutors
Curriculum Development
Building Level Staff Development
Effective Schools Activities
Tutors

The job titles listed above are examples of hourly rate categories.

#### E. Extended Contracts for Head Counselors and Department Heads

Employees who perform duties as Head Counselors or Department Heads will be paid on a per diem rate of 1/193 of their salary (including salary adjustments or Phase I and II) for each extended contract day.

## F. Special Education Supplements

Special education teachers and Individualized Learning Center teachers hired for duty after the 1975-76 school year shall receive salary and increments based upon the regular salary schedule under Article 8. Said teachers hired prior to 1975-76 shall receive the same additional dollar amounts, which they were paid in 1981-82.

## ARTICLE 10 Insurance

## A. Board Contribution for Insurance Coverages

- 1. The Board shall provide a benefit of \$830.00 per month for each employee for the contract year.
- 2. The employee must participate in and pay premiums for the following group insurance programs: (a) employee health, accident and major medical/prescription drug insurance, (b) employee dental insurance, (c) employee life insurance of \$27,500, and (d) employee disability insurance.
- 3. The difference between the monthly benefit provided by the Board in paragraph 1 and the required coverages paid for by the employee in paragraph 2 may be applied as follows: (a) for dependent dental, health, accident and major medical/prescription drug insurance, (b) for a tax-sheltered annuity, (c) to increase term life insurance from \$27,500 to \$50,000, and (d) for employee vision; for dependent vision. The optional coverage selected by the employee shall remain in effect for the fiscal year for which it has been selected unless there has been a change in the employee's personal circumstances such as marriage, divorce, death of a covered relative, birth, adoption, or guardianship assignment, or loss of a spouse's employment. The employee may also choose to take cash for all or part of the difference between the monthly benefit provided by the Board in paragraph 1 and the required coverages paid for by the employee in paragraph 2.
- 4. The employee may choose to pay the difference between the cost of the options selected and the amount of the Board's contribution by payroll deduction.
- 5. The group health, accident, and major medical plan shall include a procedure for mandatory pre-admission authorization for hospitalization.
- 6. Employees shall have the option of choosing either of two health insurance plans.
- 7. The parties will continue to follow recommendations made by the joint insurance committee.
- 8. If the Board determines that it is appropriate to do so based upon the District

availability of applicants for a position, the Board may employ a retired teacher and make no contributions for insurances of any kind.

## B. Coverage

Insurance programs provided by the Board shall be for a period of twelve (12) consecutive months and shall commence on the first day of an employee's employment with the School District.

The parties will discuss recommendations from the joint insurance labor/management committee regarding any modifications to the insurance plans. Although the benefits are bargained by the parties, the Board and the Association have partnered in the oversight of the benefit plans through the labor/ management committee. It is understood by both parties that changes to the benefit plan design such as copay, deductible and out of pocket limits are subject to bargaining. These provisions are all outlined in detail in the summary plan description provided to all participants of the benefit plans.

#### C. Description of Insurance

The Board will use its best efforts to see that the insurance carrier will provide for each employee a summary plan description outlining the insurance plan provisions within two (2) months after each change in policy benefits and for new employees within two (2) weeks after commencement of coverage.

#### **D.** Continuation of Coverage

The Board shall continue to make contributions for premiums under the above insurance programs for employees on paid sick absence.

To the extent permitted by the insurance carriers involved and for a period of time fixed in accordance with COBRA regulations, employees on non-paid leave of absence for a period of one (1) month or longer shall have the option to continue any or all of the above insurance programs, except long-term disability insurance, by paying the premiums themselves.

## E. Administration of Insurance Programs

1. The selection of the insurance carriers and the administration of insurance programs shall be the responsibility of the Board.

It is understood that responsibilities for administration of the insurance program are those of the insurance carrier.

2. Prior to any changes of insurance carriers as recommended by the joint labor/management committee, the Association shall be consulted.

## F. Flexible Spending Account

- 1. The District will provide a salary reduction plan under which it will deduct from employees' monthly wages the amounts specified by the employees and these funds may be used to pay for eligible medical expenses or childcare expenses as outlined by the flexible spending plan.
  - a. The employee's portion of health, major medical, and supplemental life insurance premiums;
  - b. Child care costs incurred by the employee; and
  - c. Any unreimbursed medical expenses for the employee or his/her dependents.
- 3. Employees electing to participate in the flexible spending plan will annually execute an election form specifying the amounts to be deducted from their wages by the District.

# ARTICLE 11 Sick Leave

#### A. Use of Sick Leave

Sick leave is granted for medically related disability and is generally intended to be used only when an employee's physical or mental illness prevents him/her from performing his/her normal duties. Sick leave also shall be granted for the period during which an employee is required by a doctor's orders to be examined or tested in a hospital, or when an employee is required by his/her dentist to have emergency dental care. Sick leave shall only be available to be used on contract days as set forth in Article XIV(A). One day of sick leave may be used to attend the funeral of an individual not listed in Article 12 (A)(2).

An employee may use one day of the employee's accumulated sick leave for an emergency. For purposes of this Section, the term emergency shall mean business which cannot be conducted at any time other than during the employee's school day, and the determination of the time allowed shall be up to the Human Resources Director.

Employees who have used no more than a total of ten (10) days of sick leave in the preceding three (3) school years may use up to ten (10) days of the employee's accumulated sick leave if, as provided by the Family and Medical Leave Act, the employee is needed o provide care for their spouse, parent or child. The rules relating to serious illness under the FMLA will be

used to determine applicability of this provision. If an employee uses no more than five (5) days of such necessary care leave, the days will be excluded from the calculation of the ten (10) days referred to in sentence one of this paragraph. If an employee uses six (6) or more days of such necessary care leave, the employee will be ineligible for such leave for the next school year, but the year in which the employee used the necessary care leave will not be counted in the calculation of the three (3) years referred to in sentence one of this paragraph.

An employee may use up to ten (10) days of their accumulated sick leave for the purpose of adoption which meets the condition of Article 13 (G).

For employees who have used no more than ten (10) days of sick leave in the preceding three (3) years, up to two (2) full days of sick leave shall be available for:

- 1) The birth of a grandchild (one day if the mother is hospitalized for less than three days and two days if the mother is hospitalized for three days or more);
- 2) an extension of bereavement leave for the death of a grandparent or grandchild; or
- 3) an extension of bereavement leave for a person listed in Article 12(A)(2) if the funeral of such person is held in a location which is 100 miles or more from Sioux City, Iowa.

Two (2) days of sick leave may be used to provide care and attention to a member of the employee's immediate family as defined in Article 12 (A)(6). One (1) day of sick leave may be used to attend the funeral of an individual not listed in Article 12(A)(2).

#### B. Accumulative Benefits

All employees hired prior to the commencement of the school year shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year even though they are unable to report for duty on that day due to physical or mental illness. Employees hired after commencement of the school year shall receive sick leave benefits prorated to the date on which they are scheduled to report for duty. Unused sick leave days shall be accumulated from year to year with a maximum of one hundred thirty (130) days.

#### C. Notification of Accumulation

Each employee shall be given a copy of a written accounting of accumulated sick leave days no later than October 15 of each school year.

#### D. Extended Leave

An employee who has exhausted all sick leave available shall be granted a leave of absence without pay up to one (1) year because of personal illness or disability. The Board shall base its decision as to the illness or disability and the length of leave therefore on the recommendation of the employee's physician and/or a physician selected by the Board if the Board so desires. At its discretion the Board may renew the leave from year to year.

The Board shall continue to pay premiums for health, accident and major medical insurance, prescription drug insurance, term life insurance and dental insurance for the duration of said leave but not beyond twelve (12) months in all events.

Thereafter, but prior to the expiration of the Board-paid insurance coverage, the employee may arrange with the business office of the Board to continue premium payments at his/her expense. It is understood, however, that the Board shall not be responsible and does not insure that the employee can secure such continued coverage with the insurance carrier on the expiration of the first twelve (12) months of leave.

## E. Job-related Injury

Employees who are absent due to injuries which are compensable under the Iowa Worker Compensation Law shall have the option of either receiving their workers compensation benefits alone or receiving such benefits plus the difference between such benefits and their regular salary for the period equal to the accumulated sick leave benefits. Employees choosing the latter option shall have their sick leave benefits reduced by one (1) day for each day of absence due to a job-related injury.

#### F. Proof of Illness

The Board may require the employee to furnish a doctor's statement to substantiate illness or disability for which sick leave benefits are requested. The Association shall be notified of the name of the employee and the circumstances concerning the illness or disability whenever the Board intends to invoke this provision.

## G. Pre-Determined Temporary Disability Leave

1. Except as hereafter modified, all policies, rules, and regulations, applicable to employees who are granted sick leave shall be applicable to employees applying for pre-determined temporary disability leave. Sick leave benefits for pre-determined temporary disability leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommendation of duties.

- 2. An employee shall notify the Superintendent, or his/her designee, as soon as the necessity for taking sick leave becomes known to the employee.
- 3. Following a pre-determined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.
- 4. The determination of whether and/or when the employee is capable of returning to work following the pre-determined temporary disability shall be made in consultation with the employee, the Superintendent and the employee's physician, and may also be in consultation with a physician of the District's own choosing.
- 5. A leave of absence beyond the time of incapacity described above shall be granted or denied without salary or sick leave benefits in the same manner and for the same reasons as leaves of absence granted or denied to all employees.

#### H. Sick Leave Bank

- 1. Bargaining unit employees will contribute a maximum of one hundred (100) days of sick leave to the sick leave bank for use as specified in this section.
- 2. There shall be no carryover of sick leave bank days from one year to the next. If there are days remaining in the sick leave bank at the end of the year, employees who contributed sick leave days to the sick leave bank shall not have any of the remaining days returned to them.
- 3. The use of sick leave days from the bank shall be limited to employees who have used all of the accumulated sick leave days, have not yet met the elimination period for long term disability insurance, and suffer from a serious and/or chronic or long term illness. Sick leave bank days shall not be available for an employee on a day-to-day basis.
- 4. Requests for the use of sick leave bank days shall be provided to the Department of Human Resources and to the Association. All requests for the use of sick leave bank days must be jointly approved by the Director of Human Resources and the Association President. Up to fifteen (15) sick leave days will be allocated to each eligible applicant. If there are sick leave days remaining in the bank at the end of the school year, they will be allocated on a pro-rated basis among eligible sick leave bank participants based upon the number of days for which an employee would have been eligible if there were no fifteen (15) day limitation.

# ARTICLE 12 Temporary Leave of Absence

#### A. Paid Leave

As of the beginning of the school year employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

## 1. Jury Duty and Court Appearance

Any employee who is subpoenaed for jury duty during school hours by any person or party and any employee who is subpoenaed by any person or party to appear in any court proceeding shall be provided leave for such duty and appearances and shall return to work upon completion of their jury duty or court appearance.

The School District shall pay the employee the difference between the fees or remuneration granted by the court or subpoening party and the regular School District pay.

#### 2. Bereavement

A leave of not more than five (5) days within any five (5) consecutive contract day period will be granted in case of death in the immediate family of an employee but limited to the following: parent, parent-in-law, child, wife, husband, brother, sister, or any member of the household of the employee.

A leave of not more than one (1) day will be granted in the case of a death of the following relatives of the employee: grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, or first cousin.

In the event of the death of an employee or student in the School District, the Superintendent or his/her designee, shall grant sufficient time to attend the funeral to such number of employees as the Superintendent deems appropriate.

#### 3. Association

Eighteen (18) days shall be provided to employees selected by the Association for the purpose of attending the ISEA State Delegate Assembly.

An additional eighteen (18) days shall be provided to employees selected by the Association for the purpose of attending the ISEA State Delegate Assembly. The Association shall reimburse the School District for the cost of substitute teachers for said additional eighteen (18) days.

Upon recommendation of the Association and with the approval of the Superintendent or his/her designee, up to fifty (50) additional days may be granted for NEA Board meetings, NEA Regional meetings, ISEA Executive Board meetings, ISEA Delegate Assembly, Association cadres and other similar Association business.

At least five (5) days' notice shall be given by the Association to the Superintendent of the employee's taking such leave and the specific days for such leave.

#### 4. Professional Leave

Short period of professional leave may be granted to employees. Professional leave under this provision will only be available to employees on an every-other-year basis. Employees may apply to attend a national convention once every three years. These limitations shall be waived for those employees who serve as presenters, officers, or board members and whose funding is derived from an outside source. This provision is intended to encourage reasonable attendance at professional meetings during the school year.

Requests for professional leave must be in writing and should be forwarded well in advance to the Principal or Coordinator for approval and then to the Director of Human Resources for approval.

This leave is considered to be self-directed. The District may direct employees to attend meetings, seminars and conventions for the purpose of school improvement, but such District-directed leave and the expenses related to such leave shall be provided from a fund other than that established by this subsection.

A maximum of \$30,000 shall be available for the payment of expenses incurred by employees who have been granted professional leave in accordance with this provision and who have attended a professional meeting. Funds shall be available for transportation, meals, lodging and registration/tuition expenses based upon guidelines established by the Superintendent or his/her designee, following the submission of guidelines proposed by the Association.

## 5. Leave for Family Illness

A leave of not more than one (1) day per contract year will be granted an employee where a member of his/her immediate family is admitted to a hospital overnight or for out-patient services or is admitted for same-day surgery. For this purpose, "immediate family" shall be limited to parent, child, wife, husband, brother, sister, or any member of the household of the employee.

#### 6. Personal Leave

Employees shall be granted two (2) full days of personal leave per school year. Personal leave must be used in the following increments: 2 days, 1 3/4 days, 1 1/2 days, 1 1/4 day, 1 day, 3/4 day, or 1/2 day. Personal leave may be used in quarterday increments only for the purpose of attending all elementary and secondary school functions for the employee's child. In order to assure adequate staffing of the school, any employee desiring personal leave shall submit a request for the same in writing to the employee's Principal at least five (5) days in advance of the requested leave day. Should an unusual number of personal leave requests occur on one day causing a staffing problem within any school, the Director of Human Resources shall have the discretion to grant only those requests for which adequate substitutes may be obtained, and shall grant those requests received more than ten (10) days in advance of the requested leave day on a "first come, first served" basis. Thereafter, requests shall be granted on the basis of seniority unless a less senior employee has encountered an emergency. No personal leaves shall be granted for the day immediately preceding or the day immediately following a holiday, or for the day immediately preceding the commencement of vacation or the day immediately following the end of a vacation period. Neither shall any personal leave of absence be allowed or recognized during any form of work stoppage. Personal leave shall be non-accumulation.

If the employee has used one day of sick leave for emergency purposes as provided in Article 11(A), the personal leave day may be used for a second emergency leave day under the same conditions set forth in Article 11(A).

## B. Discretionary Leave for Good Cause

Other temporary leaves of absence may be granted for good cause but without pay, providing the Superintendent or his/her designee, approve such temporary leave.

## C. Compensation for Unused Leave

1. Employees shall be compensated for unused leave on the following basis:

Number of Sick Leave or Personal Leave Days Used	Amount of Compensation
0	\$250
1	\$175
2	\$150
3	\$100

The bonus earned will be paid on August 15 following the school year during which it was earned.

- 2. Any fraction of a day of leave shall count as a full day.
- 3. The following conditions apply to employees who are scheduled to start work after the first day of the contract year: (1) any regular full-time employee who is scheduled to start work prior to the first day of the second academic quarter shall be eligible to receive the full benefit available, (2) any regular full-time employee who is scheduled to start work on or after the first day of the second academic quarter but prior to the first day of the second academic semester shall be eligible to receive three-fourths (3/4) of the benefit available; and (3) any regular full-time employee who is scheduled to start work on or after the first day of the second academic semester shall not be eligible to receive any benefits under this provision.
- 4. The following conditions apply to regular part-time employees: (1) any regular part-time employee who works fifty percent (50%) or more of a regular full-time assignment shall be eligible to receive the full benefit available, and (2) any regular part-time employee who works less than fifty percent (50%) of a regular full-time assignment shall not be eligible to receive any benefits under this provision.

#### D. FMLA Leave

The Board agrees to comply with the Family and Medical Leave Act and agrees that any policy adopted to implement the FMLA shall in no way reduce or adversely impact any other provision of this Agreement.

## E. Religious Leave

Any employee whose religious affiliation requires the observance of recognized religious holiday of his/her faith other than those scheduled in the school calendar shall be excused by

the Superintendent or his/her designee for said religious holidays. Religious leave shall be either a compensatory time or non-paid basis.

## ARTICLE 13 Extended Leaves of Absence

#### A. Association

A leave of absence without pay not to exceed one (1) year shall be granted to any employee if he/she requests it for the purpose of serving as President of the Association, the ISEA or the NEA.

A leave of absence without pay not to exceed one (1) year may be granted to any employee at the discretion of the Board or its designee for the purpose of serving in any other elective office of the Association, ISEA or the NEA.

Upon return the employee shall be placed on the same salary step prevailing at the time such leave was taken.

#### **B.** Political Leave for Public Office

Political leave shall be of two general types: a temporary leave to seek office and a more extended leave to hold elective or appointive office.

Leave to run for public office shall be granted for such period of time as the Board or its designee may deem appropriate.

A leave of absence designated as "Political Leave" not to exceed two (2) years shall be granted to an employee who holds elective office in the Iowa General Assembly, the United States Congress, the Executive Branch of the State of Iowa, or the Executive Branch of the United States of America. Thereafter, the Board in its sole discretion may grant such additional leave as it deems appropriate.

A leave of absence not to exceed one (1) year shall be granted to any employee holding any other full-time elective public office in which such employee would be prevented from performing the regular school duties.

A leave of absence not to exceed two (2) years may be granted at the discretion of the Board of an employee who holds an appointive position in any local, state or federal governmental office.

Political leave shall be without pay and without any fringe benefits.

All requests for political leave shall be made in writing to the Superintendent at least thirty (30) days prior to the effective date of the leave.

Return after holding an elective or appointive public office shall be at the beginning of a school year or at mid-year to a like or similar position subject to the provisions of Article 17. Upon return from such leave, the employee shall be placed on the same salary step prevailing at the time such leave was taken.

It is understood that holding an elective or appointive political office which does not interfere with regular school duties would not require a leave.

Every reasonable effort shall be made to enable an employee who holds a local part-time political office to secure a part-time job for which he/she is qualified, providing such part-time job is available. The determination of whether such employee is qualified for such part-time job shall be made in the same manner as in all other placements.

## C. Family Illness

A leave of absence without pay not to exceed one (1) year may be granted subject to approval of the Board or its designee for the purpose of caring for a child, spouse or parent who is seriously ill.

### D. Educational Improvement

A leave of absence without pay not to exceed one (1) year may be granted at the discretion of the Board to any employee upon application for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return the employee shall be placed on the same salary step prevailing at the time such leave was taken.

### E. Military Leave

All employees who are subject to state or federal military service shall make every reasonable effort to provide that such service occur during non-contracted periods of the teaching year. Leave of absence shall be granted, however, for any period of active state or federal military service which would be required during the employee's contract period.

Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first thirty (30) calendar days of such leave to the extent required by Chapter 29A, Code of Iowa; provided, in the event any change is made by the Iowa General Assembly in Chapter 29A, Code of Iowa, then this leave of absence provision shall be renegotiated within sixty (60) days from such change in the law.

#### F. Miscellaneous

Other extended leaves of absence without pay may be granted by the Board of Education.

#### G. Adoption

- 1. When an investigative agency requires an adopting parent to remain at home with the infant to be adopted for a period not exceeding one (1) year, the Board may grant a leave of absence without pay and without fringe benefits for such period. The employee at his/her option may continue premium payments on health, accident, major medical insurance, term life insurance, prescription drug insurance and dental insurance for the duration of such leave at his/her expense.
- 2. Leave for adoption shall also be granted subject to the following conditions: (a) the leave shall not exceed four (4) consecutive weeks except as allowed under FMLA, (b) the leave shall be provided to an employee adopting a child immediately following the adoption, (c) the leave (up to 4 weeks) shall be charged to sick leave, (d) the leave shall be limited to the adoption of children who are twelve (12) years of age or younger, (e) the leave shall not be provided to children who are adopted due to marriage or as a result of a residential foster child relationship, (f) upon approval of the adoption by the placing agency or individual, the employee shall give the School District as much notice as is reasonably practical, and (g) if both adoptive parents are employees of the School District, leave will be provided only to one parent.

## H. Commencement and Return Rights

For leaves of absence granted under paragraphs "C," "F," and "G" above, upon return the employee shall be granted the first available like or similar position for which he/she is qualified subject to the provisions of Article 17. With the exception of leaves for child-rearing which commence immediately following exhaustion of all other leave benefits, family illness or adoption, all extended leaves shall commence and return shall be at the beginning of the school year or at mid-year.

# ARTICLE 14 Employee Workyear and Holidays

## A. Contract Work-year

#### 1. Regular Contract Workyear

The regular contract workyear for employees shall not exceed one-hundred ninety-three (193) days of which one-hundred eighty (180) days shall be teaching workdays, six (6) days shall be non-teaching workdays, two (2) days shall be parent-teacher conference exchange days, and five (5) days shall be holidays.

If the District is required to add any professional staff development days to the workyear to comply with its obligations under Iowa Code Chapter 284 and the District receives funding from the State for such additional days, then the District will add such days to the contract and, provided the State funding for such days is sufficient to do so, the District will pay employees at the per diem rate for such additional days. If the District is required to add any professional staff development days to the work-year to comply with its obligations under Iowa Code Chapter 284 and the State funding for such days is not sufficient to pay employees at the per diem rate for such additional days, then the parties will bargain to impasse under a timeline waiver using the impasse procedures contained in Iowa Code Sections 20.20 and 20.22.

#### 2. Extended Contract

An extended contract shall consist of such number of teaching and non-teaching workdays as shall be determined by the Board but not in excess of forty-eight (48) weeks. Employees on an extended work contract shall have the same holidays as provided in paragraph "B" following.

#### B. Holidays

The regular contract period of employees shall include five (5) holidays. These holidays are:

Labor Day (First Monday in September)
Thanksgiving Day (4th Thursday in November)

Christmas Day (December 25) New Year's Day (January 1)

Memorial Day (Last Monday in May)

If an extended contract of an employee requires employment beyond the Fourth of July, then such employee shall receive the above five (5) holidays plus the Fourth of July.

No employee shall be required to perform duties on any of the above holidays.

It is acknowledged that the wage and salary schedule of Article 8 includes pay for the contract year including teaching workdays, non-teaching workday's and the above holidays.

## C. Unpaid Vacations

- 1. The day following Thanksgiving.
- 2. Six (6) weekdays in addition to Christmas Day and New Year's Day.

#### D. School Calendar

Prior to fixing of the school calendar, including periods for Winter, Spring and Summer recesses, the Association, parents, employees not in the bargaining unit and others shall have an opportunity to present their views and requests to the Board.

In the event that teaching days are lost because of inclement weather, the Board shall determine the days to be used as makeup days after consultation with the Association.

After the calendar has been established, the Association shall be notified immediately prior to the Board's considering official action to change the calendar. In no case shall such notification take place later than ten (10) contract days prior to such action.

## ARTICLE 15 Employee Hours

#### A. Workday

The language below covers only the preparation guaranteed contractually. Other periods of preparation time, although not guaranteed contractually, may be available for planning.

Each elementary employee shall receive a minimum 610 minutes of preparation time in a 10-day cycle during the 2005-2006 school year. Each elementary employee shall receive a minimum of 620 minutes of preparation time in a 10-day cycle during the 2006-2007 school year. The above preparation time includes time prior to the start of the student day and time after the departure of students. The scheduling of preparation time shall be determined at the building level by mutual agreement between the Principal and the Association representatives selected by the teaching staff. It is realized that there are exceptions to the normal schedule for preparation time depending on circumstances beyond the principal's control.

Every effort will be made to schedule a minimum of 30 continuous minutes of preparation time three of five days and one additional day of 25 minutes of continuous preparation time. This continuous preparation time may include the before and after school time but it is preferable to schedule the continuous minutes within the student day if at all possible. It is understood by both parties that there are exceptions that may periodically prevent this continuous time (i.e. weather, professional development, special programs, etc). The intent of this agreement is to foster an understanding that each party wants to find and schedule as much continuous preparation time as possible for elementary teachers. However there are constraints that limit the ability every day for continuous preparation time of 30 minutes. Each employee shall receive break time of 10 minutes in the morning and 10 minutes in the afternoon four out of five days. On the day where breaks are not possible, teachers will work with their principal and peers to ensure personal needs are met.

After the 2005-2006 school year ends, select building principals, the Human Resources Director and select Association representatives will review those areas where it was not possible in general to schedule 30 minutes of continuous preparation time three of five days will attend a problem solving meeting to discuss how best to change the schedule for the 2006-2007 school year.

## 1. Length of Day

The workday for employees shall be seven (7) hours and forty (40) minutes.

Elementary buildings may request a waiver from the District and the Association in order for teachers to begin work at 8:00 a. m. for the purposes of team planning between 8:00 a.m. and 8:25 a. m. For buildings that elect this plan, the conclusion of the workday will be 3:40 p.m.

It is recognized that the total school program at each school includes such events as plays, athletics, music programs, open-houses, parent-teacher conferences and programs, faculty meetings and all other similar types of school functions and programs.

From time to time the Superintendent or building Principal may require a change in the daily hours for employees and also may require an employee to attend the abovedesignated functions and programs if the employee is not on a leave of absence as provided in this Agreement.

Duties at plays, athletic events and music programs shall be assigned by the Principal on an equitable basis. An employee may be required to attend all faculty meetings unless excused by the building Principal or unless the employee is on a leave of absence as provided in this Agreement.

An employee may be required to attend no more than three (3) PTA meetings including open-house. The building Principal shall assign the three (3) PTA meetings which the employee shall attend.

#### 2. Arrival and Dismissal Time

- a. The employee work-day shall generally begin twenty (20) minutes prior to the normal arrival time for students and shall end twenty (20) minutes following the normal dismissal time for students. However, alternative schedules may apply at elementary buildings as noted in Article 15; Section A (1).
- b. It is recognized that the school program may require a variance from the normal arrival and dismissal time.
- c. It is recognized that employees will occasionally wish to leave prior to the end of the normal workday in order to keep medical appointments. In his/her discretion, the Principal may allow such early dismissal at the end of the normal student day to permit the employee to keep such a medical appointment.

#### B. Lunch Periods

#### 1. Periods and Duties

The lunch period shall be free of all teaching and non-teaching duties except when the Principal determines that an emergency exists, such as when the safety of students is the paramount concern.

Reasonable additional time for travel to another assignment will be granted to those employees who are assigned to more than one building.

### 2. Leaving the Building

After notification to the Principal, employees may leave the building during their scheduled duty-free lunch periods.

#### C. Trained First-Aid Personnel

In the absence of full-time nurses in each building and to insure the protection of employees and students, the Board may provide release time with pay for employees to receive training in first-aid.

#### D. Building Faculty Meetings

- 1. Employees shall be required to attend no more than nineteen (19) building faculty meetings per school year. Such meetings shall not last longer than forty-five (45) minutes after the end of the employee's normal workday. When held before school, such meetings shall commence no earlier than forty-five (45) minutes prior to the beginning of the normal workday.
- 2. The Principal shall provide a written agenda for a faculty meeting at least two (2) contract days prior to the meeting and shall note on the agenda the date and time it was posted. If the Principal does not provide a written agenda at least two days prior to the meeting, then the employees shall not be required to attend the meeting. It is understood that the Principal may need to amend the agenda prior to the meeting due a variety of factors. Employees may suggest agenda items up to three (3) contract days prior to a faculty meeting.

#### E. Building Social Activities

Faculty social activities for showers, weddings, graduations, promotions, holidays and similar occasions may be held in school facilities during non-duty hours subject to the approval of the Superintendent or building Principal.

## ARTICLE 16 Professional Standards and In-Service

## A. Certification of Employees

#### 1. Standard Certificates

The Board agrees to hire only employees holding certificates issued by the Iowa Department of Education for every teaching assignment.

#### 2. **Notification**

Upon employment, the Director of Human Resources shall make available to the Association the certificates and degrees held, major and minor fields of study and prior experience of each new employee.

#### **B.** Continuing Contracts

Continuing contracts shall be issued to all employees regularly employed full or half-time in federally-funded programs. The source of funds shall not affect their employment status or the language of their continuing contracts. The staff reduction policy shall be applicable to all employees regardless of the funding origin for their positions.

### C. Selection of Employees

All employees shall be selected on the basis of qualifications for a particular position.

#### D. Additional Assignments

#### 1. Summer School

Employees are not required to teach summer school. Summer school positions will be offered to qualified bargaining unit members prior to offering positions to applicants from outside the District. District may hire most qualified applicant.

#### 2. Traffic Education

Any traffic education teaching employment beyond in-school hours shall not be obligatory but shall be with the consent of the employee. If such positions are available, they shall be offered first to employees who have successfully completed such duties the preceding school year or most recent year when they were available. If positions still remain, they shall be offered to other qualified employees before being offered to persons not employed by the School District.

#### E. Resignations

## 1. Resignations During the School Year

An employee who finds it necessary to request a resignation during the school year must notify the Director of Human Resources in writing with a copy to the building Principal as soon as possible prior to the date of said resignation and include in the notice a statement of the reason(s) for the resignation.

## 2. Resignations at the End of the School Year

An employee who wishes to resign prior to issuance of new contracts shall notify the personnel office in writing. Notification in writing shall also be sent to the building Principal or the immediate Supervisor.

## 3. Late Resignation Policy

An employee who requests to be released from a signed contract after June 1 may be held responsible up to a maximum of \$135 for the costs incurred to contract a qualified replacement provided the decision to resign was entirely of the employee's own volition and not due to extenuating circumstances beyond his/her control. Extenuating circumstances would be, but not limited to, transfer of spouse, serious illness in the family, or a doctor's recommendation for resignation.

## F. Attendance at Conferences, Professional Meetings, Conventions and Clinics

#### 1. Notification

The Superintendent or his/her designee will use reasonable efforts to notify all employees of professional meetings, education conferences and clinics.

#### 2. Expenses

- a. The Superintendent or his/her designee may require the attendance of an employee at a professional meeting, educational conference and/or clinic. When required to attend, all reasonable expenses for transportation, registration, lodging and food shall be reimbursed to the employee.
- b. The Superintendent or his/her designee may approve the request of an employee to attend such meetings and may fix the allowance to be given for expenses occurred.
- c. The Superintendent or his/her designee may approve requests to attend such meetings without any reimbursement for expenses incurred.

- d. Any in-service training approved by the Superintendent or his/her designee shall be without loss of pay for the employee.
- e. All expense reports shall be filed with the personnel office. In addition, a written summary of the meeting and its application to the School district shall be sent to the Staff Development office within two (2) weeks after the employee's return to his/her regular duties. In turn, the Director of Staff Development shall make said information available to the appropriate curriculum personnel within two (2) weeks.

## ARTICLE 17 Procedures for Reduction of Staff

#### A. Coverage

All employees are covered including employees on extended leave of absence.

#### B. Definitions

#### 1. Seniority

Seniority shall mean the number of consecutive years of employment in the School District and shall be accumulated from the date of the employee's signing of a continuing contract which initiated uninterrupted service. Service under a letter of employment shall break a seniority tie between two employees who signed continuing contracts on the same date. Other seniority ties shall be broken by lot. An extended leave of absence shall not be considered an interruption in service. A non-bargaining unit School District employee who is transferred to a bargaining unit position shall accumulate seniority from the first day on which bargaining unit work is performed. In the case of ESL instructors, seniority shall be accumulated from the date of the employee's service under a letter of employment, which initiated uninterrupted service.

#### 2. Staff Reduction

Staff reduction shall mean that there will be fewer employment positions in a given department.

#### 3. Layoff

Layoff shall mean that an employee has been terminated or released from his/her continuing contract as a result of staff reduction.

### 4. Reassignment Within Building

Reassignment shall mean the movement of an employee within his/her building to a different grade level or subject matter area.

#### C. Classification

- 1. Each employee hired prior to July 1, 2004 shall be classified in one of the following departments:
  - a. Kindergarten through sixth grades
  - b. Special Education (K-12)
  - c. Health Services (K-12)
  - d. Art (K-12)
  - e. Physical Education (K-12)
  - f. Vocal Music (K-12)
  - g. Instrumental Music (K-12)
  - h. Counseling (K-12)
  - i. Media (K-12)
  - j. Language Arts (7-12)
  - k. Social Studies (7-12)
  - 1. Mathematics (7-12)
  - m. Science (7-12)
  - n. Foreign Language (7-12)
  - o. Home Economics (7-12)
  - p. Industrial Arts (7-12)
  - q. Vocational Education (7-12)
  - r. Traffic Education (7-12)
  - s. Business Education (7-12)
  - t. Gordon Chemical Dependency Unit (7-12)
  - u. ESL Instructors
  - v. Talented & Gifted
  - w. Exploratory
  - x. Reading (6-12)
- 2. Each employee hired for the school year beginning after July 1, 2004, shall be classified in a department, which reflects the current elementary or secondary district structure. Therefore, Elementary shall be classified as Kindergarten through 5<sup>th</sup> grade, and all classifications that were listed as (7-12) shall be classified as (6-12). All departments that were classified as (K-12) in section C(1) above, shall remain the same.
- 3. For purposes of staff reduction, those employees classified under C(2) shall be combined with the appropriate classification for seniority purposes in C(1) whereby

- all K-5 will be combined with K-6 and all secondary curriculum shall be combined in the appropriate 7-12 department.
- 4. Employees hired in the middle school shall be classified under the subject matter that is the majority of their assignment.
- 5. Effective July 1, 2004 an additional classification "x" shall be added called Reading (6-12). If this category contains fewer than five (5) employees it shall be combined with 6-12 Language Arts for purposes of staff reduction.
- 6. An employee with a split assignment shall be classified in the department in which he/she has the longest service provided he/she is currently working in that department and has worked in it for four or more years.
- 7. An employee who has longer service in a department other than the department in which he/she is currently working shall be classified in the department in which he/she has the longest service, provided he/she has worked in that department since July 1, 1981.

## D. Layoff Procedures

When the Board determines that employees must be laid off, the following system-wide procedure shall determine the order in which employees shall be terminated:

- 1. The department(s) where staff reduction will occur and the number of reductions shall be specified by March 21.
- 2. If early retirement and/or other attrition does not reduce the size of the department(s) by the specified amount by April 1, the Board may issue layoff notices to the appropriate number of employees in the affected department(s).
- 3. Said layoff notices shall be issued no later than the date required under Iowa Code.

- 4. Each employee shall be placed in one of the following seniority ranges:
  - 0 2 years
  - 3 4 years
  - 5 6 years
  - 7 8 years
  - 9 10 years
  - 11-12 years
  - 13 years or more
- 5. All necessary layoffs within a department shall be made by terminating the required numbers of employees within the foregoing seniority ranges except no employee who was hired prior to July 1, 2005 who has a license issued by the DE, and thirteen or more years seniority, may be laid off even if his/her program is eliminated. No employee shall be laid off unless all other employees in the lowest seniority range within a department have first been laid off.
  - Employees hired on/or after July 1, 2005 will not be covered by the above paragraph.
- 6. No department shall be reduced until all administrators (non-bargaining unit personnel) assigned bargaining unit work in said department have first been relieved of his/her bargaining unit work.
- 7. Within seniority ranges, the selection of an employee for termination shall be at the discretion of the Administration.
- 8. Any dispute arising out of a decision made pursuant to the layoff provisions shall be resolved either through the termination procedures set out in Chapter 279 of the Code of Iowa or through the grievance procedure set out in this agreement. The affected employee shall be required to elect the procedure to be followed for resolving the dispute and shall notify the Board secretary within five (5) days of receipt of the Superintendent's Notice and Recommendation to Terminate Contract. The procedure elected by the employee shall be the exclusive means for resolving the dispute, and the School District shall not be required to process or respond to any claim which relates to the proposed termination and which is filed in any other forum.

### E. Reassignment Procedures

- 1. Continuing employees without work assignments due to staff reduction shall be reassigned or involuntarily transferred at the discretion of the Administration.
- 2. Employees being involuntarily transferred under this provision shall have the right to notice and hearing as set forth in Article 22(C) and (D) but shall not have the right to

grieve the decision of the Administration nor the rights set out in Article 22(E) and (F)(1).

#### F. Recall Procedures

- 1. An employee shall be entitled to exercise his/her recall rights on the first workday following the date of the final action by the Board to terminate his/her employment.
- 2. Laid off employees on extended leaves of absence shall constitute one pool of employees for purposes of recall.
- 3. a. Recall to available positions shall be in reverse order of layoff unless a more senior employee is on leave of absence and his/her leave is expiring in which case that employee shall be offered the available position first.
  - b. A position shall be available whenever a department identified for staff reduction in accordance with Article 17(D)(1) is reduced by resignation, termination, death, extended leave of absence or voluntary or involuntary transfer below the needs announced by the School District on or before March 21. In this case the School District must first implement the recall procedure. If not filled by recall, the position shall be posted for voluntary transfer.
  - c. A position shall also be available whenever the School District decides to fill a vacancy created by resignation, termination, death, extended leave of absence or voluntary or involuntary transfer in a department not identified for staff reduction in accordance with Article 17(D)(1). In this case, the position shall first be posted for voluntary transfer. If not filled by voluntary transfer, the School District shall implement the recall procedure.
- 4. Any employee laid off pursuant to this procedure shall retain recall rights to the department or departments in which the employee had previously been employed in the School District or in his/her major area(s) of preparation for three (3) years and three (3) months from the effective date of his/her layoff. A laid off employee eligible for recall but not meeting DE standards and/or NCA policies and standards may waive, in writing, his/her right to recall to such a position and not lose his/her recall rights. The effective date of layoff shall be the first weekday following the last day of the work-year during which the Board terminated the employee's contract.
- 5. A laid off employee shall have only one opportunity to accept or reject a job offer by the Board within the allotted three (3) years and three (3) months. However, no employee shall be required to accept a position which reduces his/her bargaining unit work when compared with pre-layoff status.

- 6. When a laid off employee accepts employment with another employer, he/she shall not forfeit his/her recall rights. If the Board recalls the laid off employee and the new employer will not release the laid off employee, the Board shall hold the position for the laid off employee by filling the vacancy with a substitute until the laid off employee is released by his/her employer. An employee hired to substitute for a recalled employee who is unable to return shall be subject to involuntary transfer or layoff to provide a vacancy for the person returning from layoff and shall be so informed upon hiring.
- 7. The Board shall notify an employee of his/her recall in writing by certified or registered mail to the employee's address on file in the office of the Director of Human Resources. The letter shall include a copy of this recall procedure. An employee's failure to respond affirmatively in writing within seven (7) calendar days, excluding Saturdays, Sundays and holidays, after receipt of the recall letter shall result in the termination of the employee's recall rights.

#### G. Benefits

- 1. An employee who exercises his/her recall rights shall be given full credit for his/her training and experience as if continuously employed by the Board provided the experience is similar or equivalent to employment in the School District.
- 2. If a laid off employee returns to school during his/her layoff and acquires an additional major or majors and also receives an employment endorsement or endorsements from the Iowa Department of Education and North Central Association, if applicable, he/she shall additionally qualify for recall in this major or majors. In order to be considered for recall in the newly acquired major(s) the employee shall notify the Director of Human Resources in writing of his/her new qualification(s) and endorsement(s).
- 3. To the extent permitted by the insurance carriers involved, but limited to the period during which an employee is granted continuation rights under COBRA regulations, a laid off employee shall have the option at his/her expense to continue participation in any or all of the following group insurance programs:
  - a. Health, accident and major medical insurance
  - b. Life insurance
  - c. Dental insurance
  - d. Prescription drug insurance
- 5. A laid off employee shall retain his/her rights to Association representation and his/her rights to file grievances pursuant to Article 3 limited, however, to alleged violations of his/her recall rights as set out herein.

#### H. Notification

- 1. On September 15 of each year that this procedure is in effect the Board shall provide the Association with a current list of employees who retain recall rights pursuant to it.
- 2. Whenever an employee is recalled, the Association shall be notified in writing of the recall and whether the employee exercised his/her recall rights.

### I. Seniority

A laid off employee's seniority shall accumulate from the date of his/her first signing a continuing contract, and the period of layoff and subsequent recall shall not change the employee's seniority date.

#### J. Educational Costs

Should a reassigned or involuntarily transferred employee be required in writing by the Superintendent or the Director of Human Resources to obtain additional college/university hours, the Board shall pay the costs incurred by the employee for tuition, fees, books and other course-related materials provided the additional college, university hours are required to qualify the employee for a position to which he/she has been assigned or involuntarily transferred due to staff reduction. An employee required to obtain additional college/university hours pursuant to this provision shall be entitled to use said hours for horizontal advancement.

## ARTICLE 18 Health Provisions

#### A. Physical Fitness - New Employees

In compliance with the regulations of the Iowa Department of Education, all new employees shall be required to have a physical examination by a licensed physician of the employee's choice. The examination forms shall be furnished and the cost (not to exceed \$50.00) of the physical examination shall be paid by the Board. The completed physical examination shall be filed with the Board not later than the first teaching day.

#### B. Physical Fitness - Continuing Employees

In compliance with the regulations of the Iowa Department of Education, all continuing employees shall be required to have a physical examination every three (3) years by a licensed physician of the employee's choice. The examination forms shall be furnished and the cost (not to exceed \$50.00) of the physical examination shall be paid by the Board. The completed physical examination forms shall be filed with the Board not later than September 15 for the applicable contract year.

## C. Tobacco Use Policy

All employees shall comply with Board Policy No. 421 for Tobacco Free Schools.

# **ARTICLE 19 Safety Provisions**

#### A. Employee Equipment

1. Each school shall maintain the following equipment for employees:

A desk and chair for use of the employee in every case where the Superintendent or his/her designee determines that it is practical to do so.

2. To the extent required by any applicable laws or regulations, special clothing, equipment and devices as may be needed by an employee to perform assigned duties shall be provided by the Board without charge to the employee.

#### **B.** Protection of Employees

## 1. Reporting Assaults

Employees shall report as soon as possible cases of assault suffered by them in connection with their employment to their Principal or immediate Supervisor. A separate report may be filed by the employee with the police and/or the Association. The Principal or immediate Supervisor shall in no way hinder the making of such a report, and will offer assistance in making the report if requested.

#### 2. Bomb Search

No employee shall be required to search for a bomb.

#### C. Unsafe or Hazardous Conditions

When, in the judgment of the employee, an unsafe or hazardous condition exists and presents a clear and present danger to the students in his/her charge or to himself/herself, said condition will be reported promptly to the Principal or immediate Supervisor. This report shall be in writing and on a form provided by the School District and available in each building office. Upon delivery of said written notice, the employee shall be relieved of any and all liability or evaluative accountability for any subsequent injury or accident arising from the existence of the unsafe or hazardous condition.

# ARTICLE 20 Employee Evaluation

## A. Notification - Assigned Employees

The administrator will discuss the philosophy and procedure of evaluation with the all faculty members at the beginning of the school year, and in all cases prior to October 1 except with those teachers who begin work on or after October 1. All teachers hired after October 1 will be advised of the evaluation process no later than 4 weeks after beginning work with the district and/or in the building. Faculty shall receive copies of the Professional Growth System, Evaluation Materials for Teachers, and the Iowa Teaching Standards and Criteria and district descriptors. No formal evaluation shall take place until such orientation has been completed.

## B. Notification - Unassigned Employees

An employee not assigned to a single building will be notified by Dept. of Human Resources which administrator will conduct their Performance Review. This notification will be prior to September 15 except with those teachers who begin work on or after September 15. All teachers hired after September 15 will be notified no later than 4 weeks after beginning work with the district and/or in the building. The administrator will discuss the philosophy and procedure of evaluation with them at the beginning of the school year, and in all cases prior to October 1 except with those teachers who begin work on or after October 1. All teachers hired after October 1 will be advised of the evaluation process shortly after beginning work with the district and/or in the building.

#### C. Observation and Purposes

No evaluation of an employee shall be conducted through a surreptitious means, including mechanical devices. The employee may request that a tape recording or video tape be used as part of his/her evaluation.

The purpose of evaluation is to ensure that the Iowa teaching standards, criteria and descriptors are understood, accepted, and demonstrated.

#### D. Procedures for Tier I Teacher Evaluation-Teacher With Initial License

The evaluation cycle will consist of both formal and informal observations and other sources of evidence collection.

At least four observations (two formal and two informal) will be conducted before March 30. Further, one formal and one informal observation will generally occur by the end of the first semester unless circumstances prevent this to take place within the first semester. (The observations will be spread over a period of time to allow for professional growth.)

Two of those observations will be termed "formal," requiring a pre-observation conference for initial licensed teachers. The other two will be termed informal and may include walk-throughs, which do not require a pre-observation conference.

#### 1. Formal Observations

Each teacher will complete a written pre-observation form prior to the scheduled formal observation. The pre-observation form will be a mandatory element of each formal observation. A pre-observation conference between employee and administrator will be mandatory for those teachers holding an Initial Teaching License. A pre-observation conference is strongly encouraged for teachers in Tier I who hold a standard license.

Each formal observation will cover a sequence of lessons. This may be over a period of two or more days and should be established prior to the observation. Each formal observation will include two or more sessions with each session at least thirty minutes in length.

Generally, within five contract days, a conference will be scheduled to discuss the teacher's progress toward meeting the eight Iowa Teaching Standards. During this conference, the administrator will indicate what additional requirements are needed to verify that the teacher meets all eight Iowa Teaching Standards. Also included in the conference will be the teacher's self-reflections. If unforeseen circumstances arise that would prevent this conference within five contract days; the post-conference may be delayed and held at a time that is mutually agreed upon.

#### 2. Informal Observations

An informal observation is a random observation including but not limited to administrator walk-through or other unscheduled visits used to assist in gaining familiarity with the teacher and to provide continuing professional support. Although shorter in duration, informal classroom observations should be of sufficient length to allow the administrator to observe the intent of the lesson. Feedback is strongly encouraged following each informal observation. Where an informal observation reflects areas of needed improvement the administrator should provide feedback to the teacher so the teacher may make the necessary adjustments.

The teacher and administrator are expected to collaboratively gather evidence (artifacts), which are descriptive of the teaching/learning situation. Informal observations and reliable input from sources such as students, parents, other administrators, artifact analysis, etc., may be used to provide supportive evidence in the evaluation process. All evidence (artifacts) and input that is gained will be made known to the teacher and administrator promptly through a discussion

following the informal observation. All evidence (artifacts, data points, and data sources) used in the administrator's summative evaluation will be discussed with the teacher prior to the summative review conference.

#### 3. Performance Evaluation

A comprehensive evaluation reflecting the teacher's current performance will be held with the first-year teacher on or before March 30. It is recognized that this first year will generally not reflect the beginning teacher meeting all standards and/or criteria, but it is expected to show reasonable progress toward meeting the standards and criteria. The conference will provide the teacher with feedback and explanation based on formal and informal evaluation activities conducted during the year. The teacher and administrator will identify in writing which of the eight lowa Standards have been met and which standards need to be addressed in the second year.

All comprehensive evaluations will be held with the second year teacher on or before April 30. The comprehensive evaluation of the second year teacher must include either:

- the administrator's recommendation for the teacher regarding Standard Licensure for the teacher; or
- a continued participation in the district's mentoring and induction program for a third and final year with a request for a 1-year extension of the teacher's Initial License; or
- a recommendation for no licensure and termination of employment

A school district must use the comprehensive evaluation form provided by the Iowa Department of Education. This is required by IA Code Section 284.3, subsection "2", Code supplement 2001.

#### E. Procedures for Tier I Teacher Evaluation-Career Teacher New to the District

This section covers the procedures for a career teacher with a standard license but in his/her first year in the District. Teachers new to the District but not new to the profession, who meet the expectations relative to the Iowa Teaching Standards and District Descriptors may have their second year in the Tier I Beginning Teacher Evaluation Program waived. A teacher whose second year in Tier I is waived will be moved to the Tier II Career Teacher Comprehensive Evaluation Program.

#### 1. Procedures

The evaluation cycle will consist of both formal and informal observations and other sources of evidence collection.

At least four observations (two formal and two informal) will be conducted before

March 30. Further, one formal and one informal observation will generally occur by the end of the first semester unless circumstances prevent this to take place within the first semester. (The observations will be spread over a period of time to allow for professional growth.).

#### 2. Formal Observations

Each teacher will complete a written "Pre-Observation Form" prior to the scheduled formal observation. A pre-observation meeting may be conducted upon request of either the teacher or the administrator. A pre-observation meeting is strongly encouraged but not mandatory. Each formal observation will include two or more sessions with each session at least thirty minutes in length.

Generally, within five teacher contract days following the second session, a conference will be held to discuss the teacher's current success in meeting the eight Iowa Teaching Standards and the Sioux City Community School District's expectations. Included in the conference will be the teacher's self-reflections. If unforeseen circumstances arise that would prevent this, the post-conference may be held at a time that is mutually agreed upon.

#### 3. Informal Observations

An informal observation is a random observation, including and not limited to, administrator walk-through or other unscheduled visits used to assist in gaining familiarity with the employee and to provide continuing professional support. Although shorter in duration, informal classroom observations should be of sufficient length to allow the administrator to observe the lesson. Generally, feedback will be provided following each informal observation.

The teacher and administrator are expected to collaboratively gather evidence (artifacts), which are descriptive of the teaching/learning situation. Informal observations and reliable input from sources such as students, parents, other administrators, artifact analysis, etc., may be used to provide supportive evidence in the evaluation process. All evidence (artifacts) and input will be communicated to the teacher and administrator promptly through a discussion following the informal observation. All evidence (artifacts, data points, and data sources) used in the administrator's summative evaluation will be discussed with the teacher prior to the summative review conference.

### 4. Performance Evaluation

The career teacher new to the district will be evaluated using the Tier II Career Teacher Evaluation Form. All comprehensive evaluations will be completed and discussed with the beginning career teacher on or before April 15. At that time the administrator will advise the teacher of one of the following steps:

• Teacher meets all Iowa standards and district expectations and will be moved

to Tier II;

- Teacher has some areas to improve upon and will remain in Tier I for one additional year;
- Teacher is not meeting at least one of the Iowa standards and/or district expectations and is not recommended for contract renewal. Human Resources will be notified by April 15 of this decision.

#### F. Procedures for Tier II Teacher Evaluations-Career Teachers Not New to the District

The evaluation cycle will consist of both formal and informal observations a minimum of once every three years. In addition, other sources of supporting documentation will be identified through conversations between the administrator and teacher. It is not the intent of the Sioux City Community School District to require Career Teachers to provide portfolios.

At least one formal and two or more informal observations with specific feedback will be conducted before April 30. Due to extenuating circumstances, teacher and administrator may agree on a later date.

#### 1. Formal Observations

Each teacher will complete a written "Pre-Observation Form" prior to the scheduled formal observation. A pre-observation meeting may be conducted upon request of either the teacher or the administrator.

Each formal observation will include two or more sessions with each session at least thirty minutes in length. Within five teacher contract days, following the second session, a conference will be held to discuss the teacher's current success in meeting the eight Iowa Teaching Standards and the Sioux City Community School District's expectations. If unforeseen circumstances arise that would prevent this, the post-conference may be held at a time that is mutually agreed upon.

Included in the conference will be the teacher's self-reflections. An Evaluation performed during the last two weeks if school will be avoided. A copy of the written evaluation shall be given to the teacher at the beginning of the conference or prior to the conference. The employee's signature does not necessarily mean agreement with the evaluation, but means rather awareness of the contents. Following the signing, no alterations may be made or addendums attached by the evaluator.

#### 2. Informal Observations

An informal observation is a random observation, including and not limited to,

administrator walk-through or other unscheduled visits used to assist in gaining familiarity with the employee and to provide continuing professional support. Although shorter in duration, informal classroom observations should be of sufficient length to allow the administrator to observe the lesson. Feedback will be provided following each informal observation.

The teacher and administrator are expected to collaboratively gather evidence (artifacts), which are descriptive of the teaching/learning situation. Informal observations and reliable input from sources such as students, parents, other administrators, artifact analysis, etc., may be used to provide supportive evidence in the evaluation process. All evidence (artifacts) and input will be communicated to the teacher and administrator promptly through a discussion following the informal observation. All evidence (artifacts, data points, and data sources) used in the administrator's summative evaluation will be discussed with the teacher prior to the summative review conference.

## 3. Tier II Performance Evaluation

A summative written evaluation using the Sioux City Community School District's Performance Review Form will be completed following the formative conference. This will occur at least once every third year.

All Performance Reviews will be submitted to Human Resources by May 15th.

## G. Responses to Tier I and Tier II Formal Summative Evaluations:

If the employee feels his/her formal written evaluation is not accurate or is incomplete, he/she may put his/her objections in writing and have them attached to the evaluation. The file copy of the teacher's response shall be signed by both parties to indicate awareness of the contents.

Evaluation determinations shall accurately reflect the performance of the employee. A teacher who is evaluated as not meeting one of the Iowa teaching standards or District descriptors shall have the right to file a grievance. The evaluation shall be sustained unless it is arbitrary, capricious or without basis in fact. The grievant shall have the right to challenge the individual marks which lead to the overall evaluation.

A career teacher who is not new to the district and is noted as not meeting one or more of the Iowa teaching standards will be placed on Tier III teacher assistance plan. Proceduers for such assistance will be outlined with the teacher when such need is identified.

#### H. Individual Growth Plans

The individual career development plan as required by *Iowa Code Chapter 284*, will be completed by each teacher following the plan established jointly by the evaluation

committee.

#### I. Other Evaluations

The foregoing deals with but a single method of teacher evaluation, i.e., evaluation of classroom teaching performance.

Nothing in this Article is to be construed as precluding evaluation by means other than classroom observation, but such employee's evaluations shall be limited to job-related responsibilities. When other evaluations are made, the employees shall have the same rights as specified in above.

#### J. Personnel File Review

Each employee shall have the right at any reasonable time to review the contents of his/her personnel file except for confidential matters as determined by the Superintendent or his/her designee. A representative of the Association at the employee's request may accompany the employee in this review.

The Board or its administrative representative, including building Principals, shall not establish any separate, secret personnel file.

#### K. Personnel File Contents

- 1. Each employee's personnel file shall contain, among other items, the following:
  - a. TB report and required medical information
  - b. All employee evaluation reports
  - c. Teaching certificates
  - d. Copies of official personnel action
  - e. Letters of commendation
  - f. College placement material, including official transcripts
- 2. The employee shall have the right to respond to all materials contained in said file. Such employee responses shall become part of said file.
- 3. Any complaints directed toward an employee which are placed in his/her personnel file are to be promptly called to the employee's attention in writing.

## L. Personnel File Reproduction

The employee shall have the right to reproduce or receive a copy of any of the contents of his/her personnel file except for the confidential matters therein as determined by the Superintendent or his/her designee.

### M. Disciplinary Action

No employee shall be suspended or demoted without just cause.

# ARTICLE 21 Voluntary Transfer Procedures

## A. Definition

#### 1. Transfer

The assignment of an employee to a different job classification, grade level (as defined below), subject area or building shall be considered a transfer. For the purposes of this definition an employee shall be considered to be transferred between grade levels only if he/she occupies a position in grades K-2 and is assigned to a position in grades 3-5, or vice versa. If the Administration and the employee mutually agree that the employee will be assigned to a different job classification, grade level, or subject area, then the assignment shall not be considered a transfer.

## 2. Voluntary Transfer

A voluntary transfer is initiated in writing by the employee.

#### B. Notification of Vacancies

#### 1. Posting of Vacancies

#### a. Vacancies for the Ensuing School Year

A system-wide list of all vacant positions will be posted in all buildings beginning February 1 and kept current on the first and fifteenth of February, March, April and May of each year.

For vacancies listed prior to June 1, no assignment of new employees shall be made until at least ten (10) contract days after a position has been listed as vacant. For vacancies listed on or after June 1 but prior to July 25, no assignment of new employees shall be made until at least seven (7) calendar days after a position has been listed as vacant.

Vacancies listed prior to July 25 shall be subject to the procedures outlined in this Article. After July 25, the District will place all remaining displaced teachers according to qualifications and seniority within the displaced teacher category. After this placement is completed, the District may hire from outside the bargaining unit because positions listed after

July 25 are not subject to the transfer procedure. The Human Resources Office shall post all positions that are known prior to July 25.

When a vacancy occurs on or after July 25, the District may fill the position from outside the bargaining unit for the school year only and the procedures of this Article will not apply. For the subsequent year, such position shall be declared vacant and the procedure outlined in Section C (1) of the Article shall be followed to fill the vacancy. This requirement to re-post a position applies only to those positions which are filled by the District without following the procedures of this Article.

If, on or after July 25, the District chooses not to fill the vacancy from outside the bargaining unit, all procedures of this Article will be followed, except that for vacancies listed on or after July 25, no assignment of new employees shall be made until at least seven (7) calendar days after a position has been listed as vacant.

The District and Association will provide a written summary of the transfer Article that each principal will share with members of the interview team.

#### b. Vacancies During the School Year

When a vacancy occurs during the school year and must be filled from within the school system, the vacancy shall not be filled until it has been posted for ten (10) calendar days.

## 2. Filing Requests

An employee may request a transfer at any time without a specific vacancy in mind. All requests shall be made in writing and a copy sent to the Director of Human Resources, building Principal and Coordinator when appropriate. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred in order of preference.

#### 3. Posting

By June 5 of each year the Superintendent or his/her designee shall post in each school and mail to the Association a system-wide list of transfers which have been completed prior to June 1. The list of transfers will be updated by September 1.

## C. Filling Vacancies

1. If more than one (1) applicant\* applies for the same position that is vacant, and in the judgment of the Superintendent or his/her designee one is deemed to be more qualified for that position, that applicant shall receive the appointment. The term "qualified" shall be defined to mean "certification, academic training, evaluation and the nature of teaching experience." If all applicants are equal, the employee applicant with the greatest seniority shall receive the appointment. Seniority is defined in Article 17(B)(1).

\*Applicant is defined as either a current employee or new prospective employee unless specified otherwise.

- 2. During their probationary period employees may apply for a transfer, but the request may be granted or denied by the Superintendent or his/her designee in his/her discretion without regard to the number of applicants for the position or the qualifications of the applicants. The term "probationary period" is defined in Iowa Code Section 279.19.
- 3. No request for transfer by a non-probationary employee shall be denied arbitrarily or capriciously.

# ARTICLE 22 Involuntary Transfer Procedures

#### A. Definitions

- 1. A" transfer" is defined as in Article 21(A).
- 2. Involuntary Transfer

An involuntary transfer is one initiated by the employer. If, as a result of such initiation, an employee volunteers to be transferred, said transfer is still involuntary.

3. Elementary Assignments

Whenever the number of teachers at two or more grade levels needs to be increased or decreased, reassignment may be made within the building without implementing an involuntary transfer or posting a vacancy. Teachers who are reassigned as a result of this provision do not forfeit their right to request a voluntary transfer in accordance with the provisions of Article 21.

#### B. Administrative Decision

The decision to make an involuntary transfer shall vest in the judgment of the Superintendent or his/her designee based upon the need of the School District.

#### C. Notice

When an involuntary transfer is anticipated for the forthcoming contract year, the employee shall receive notification as soon as practicable.

In the event of an involuntary transfer during a contract year, the employee shall be given written notice at least five (5) days prior to such transfer.

#### D. Meeting Prior to Transfer

An involuntary transfer shall be made only after a meeting between the employee involved, the Association representative, if requested, and the Superintendent and his/her designee if such meeting is requested in writing by the employee.

At such meeting the employee shall be given written reasons for such involuntary transfer.

#### E. Priority in Reassignment

A list of open positions in the School District shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions in order of preference to which they desire to be transferred.

#### F. Involuntary Transfer Determination

1. Prior to making an involuntary transfer, the Administration shall notify employees in the affected building, or all employees in a K-12 department, that an involuntary transfer is to be made and that qualified employees may volunteer for transfer. If a qualified employee working in the building in which the position is to be filled volunteers, or if a qualified employee who has no extra-curricular or extra-duty assignments volunteers, said employee shall be transferred. In all other cases, the Superintendent or his/her designee shall have the discretion to make an involuntary transfer or to transfer a volunteer. Employees who volunteer for transfer and who are transferred in accordance with this provision shall have a letter placed in their files by the personnel office stating that the transfer, though voluntary, was made because the School District sought a voluntary transfer to avoid making an involuntary transfer.

In making an involuntary transfer, if in the judgment of the Superintendent or his/her designee, each employee in the affected building or department is deemed to be equally qualified, then the least senior of such employees shall be transferred. If there is more than one qualified volunteer who is entitled hereunder to be transferred and each is deemed by the Superintendent or his/her designee to be equally qualified,

then the most senior of such employees shall be transferred. Seniority is defined in Article 17 (B)(1).

2. When an involuntary transfer is necessary, an employee shall not be assigned to a position outside of his/her area of competence as determined by major/minor preparation and approval of the Iowa Department of Education.

Temporary or emergency certification shall be sought only to avoid a layoff.

3. An employee being involuntarily transferred or reassigned shall be placed in a position which does not involve a reduction in rank or in total compensation.

#### **ARTICLE 23**

## **Duration and Signature**

#### A. Duration Period

This Agreement shall be effective July 1, 2005, and shall continue into effect until June 30, 2007.

## B. Signature Clause

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 30th day of June, 2005.

SIOUX CITY EDUCATION ASSOCIATION	SIOUX CITY COMMUNITY DISTRICT BOARD OF DIRECTORS  Koull & Journal  Output  District BOARD OF DIRECTORS
By: Jines Cox Vince Cox	By:  Ronald Jorgensen
President	President
By: Bruce Lean	By: H
Bruce Lear	Steve Crary
Director Association	Director of Human Resources

## EXHIBIT "A"

## **GRIEVANCE REPORT**

		#
Siou	x City Community School District	Distribution of Form
	Building	1. Association
		2. Employee
	Name of Grievant	<ul><li>3. Appropriate Supervisor</li><li>4. Superintendent</li></ul>
	Name of Grievani	4. Supermendent
	FIRST S	ТЕР
A.	Date Alleged Violation Occurred	
B.	Section(s) of Contract Alleged to be Violated	d
C		
C.	Statement of Grievance	
D.	Relief Sought	
	Signature of Grievant	Date
	orginature or offerant	
	DISPOSITION BY PRINCIPAL O	R IMMEDIATE SUPERVISOR
	Signature of Principal or Immediate Superv	visor Date

## SECOND STEP

4.									
	Signature of Grievant	Date Received by Superintendent							
3.	DISPOSITION BY SUPERINTENDENT OR DESIGNEE								
	Signature of Superintendent or Designee	Date							
	THIRD STEP								
A.	Signature of Grievant	Signature of Association President							
B.	Date Submitted to Arbitrator	Date Received by Arbitrator							
C.	DISPOSITION AND AWARD OF ARBITRATO	PR							
	Signature of Arbitrator	Date							
NOI	<b>TE:</b> All provisions of ARTICLE 3 of the Agresettlement of a grievance.	eement shall be strictly observed in the							

## EXHIBIT "B"

## (DUES DEDUCTION AUTHORIZATION FORM)

## AUTHORIZATION FOR PAYROLL DEDUCTION FOR CONTINUING PROFESSIONAL DUES

I hereby authorize and direct the Sioux City Community School District to deduct annually the prevailing dues in twelve (12) installments in payment of professional dues to the Sioux City Education Association. Said deductions shall begin October 1 each year and shall be remitted monthly to the Sioux City Education Association. In the event my employment is terminated prior to August, I authorize the School District to deduct the unpaid balance of professional dues to the SCEA and forward same to the Association. This authorization is good, unless canceled in writing, and is good for any changes in dues that may be authorized by the Sioux City Education Association.

(Employee-Signed)	
(School)	
 (Date)	

## EXHIBIT "C"

## **SALARY SCHEDULE 2005-2006**

SIOUX CITY COMMUNITY SCHOOL DISTRICT FY 06 TEACHER SALARY SCHEDULE

**BASE** 27,712

LONG	SEVITY	900				ų.				
STEP	Index	BA	Index	BA+15	Index	MA	Index	MA+15	Index	MA+30
1	1.000	27,712	1.050	29,098	1.110	30,760	1.160	32,146	1.220	33,809
2	1.040	28,820	1.090	30,206	1.155	32,007	1.205	33,393	1.270	35,194
3	1.080	29,929	1.130	31,315	1.200	33,254	1.250	34,640	1.320	36,580
4	1.120	31,037	1.170	32,423	1.245	34,501	1.295	35,887	1.370	37,965
5	1.160	32,146	1.210	33,532	1.290	35,748	1.340	37,134	1.420	39,351
6	1.200	33,254	1.250	34,640	1.335	36,996	1.385	38,381	1.470	40,737
7	1.240	34,363	1.290	35,748	1.380	38,243	1.430	39,628	1.520	42,122
8	1.280	35,471	1.330	36,857	1.425	39,490	1.475	40,875	1.570	43,508
9	1.320	36,580	1.370	37,965	1.470	40,737	1.520	42,122	1.620	44,893
10	1.360	37,688	1.410	39,074	1.515	41,984	1.565	43,369	1.670	46,279
11	1.400	38,797	1.450	40,182	1.560	43,231	1.610	44,616	1.720	47,665
12	1.440	39,905	1.490	41,291	1.605	44,478	1.655	45,863	1.770	49,050
13	1.480	41,014	1.530	42,399	1.650	45,725	1.700	47,110	1.820	50,436
14	1.520	42,122	1.570	43,508	1.695	46,972	1.745	48,357	1.870	51,821
15*	1.560	43,231	1.610	44,616	1.740	48,219	1.790	49,604	1.920	53,207
16*	1.560	43,231	1.610	44,616	1.785	49,466	1.835	50,852	1.970	54,593
17*	1.560	43,231	1.610	44,616	1.785	49,466	1.835	50,852	2.020	55,978
18*	1.560	43,231	1.610	44,616	1.785	49,466	1.835	50,852	2.020	55,978

**TOTALS** 

\*LONGEVITY STEPS

2005 - 2006 SUPPLEMENTAL PAY SCHEDULE				
			BASE	27,712
		0-1		
	Index	Salary	-	
Academic Competition Advisor	0.060	1,663		
Art Displays	0.020	554		
Band Director (Middle)	0.052	1,441		
Band Director (Senior High)	0.145	4,018		
Band Director, Assistant (Senior High)	0.080	2,217		
Baseball Coach	0.140	3,880		
Baseball Coach, Assistant	0.075	2,078		
Basketball Coach, 9th Grade, Boys	0.095	2,633		
Basketball Coach, 9th Grade, Girls	0.095	2,633		
Basketball Coach, Assistant, Boys	0.130	3,603		
Basketball Coach, Assistant, Girls	0.130	3,603		
Basketball Coach, Boys	0.200	5,542		
Basketball Coach, Girls	0.200	5,542		
Basketball Coach, Sophomore, Boys	0.130	3,603		
Basketball Coach, Sophomore, Girls	0.130	3,603		
· · · · · · · · · · · · · · · · · · ·	0.130	1,247		
Batons & Flags Advisor Cheerleader Advisor	0.043	1,940		
The state of the s	0.028	776		
Cheerleader Advisor, Assistant	0.028	2,078	-	
Cross-Country Coach				
Debate Coach	0.110	3,048		
Debate Coach, Assistant	0.040	1,108		
Drama Coach (Middle)	0.035	970		
Drama Coach (Senior High)	0.075	2,078		
Drill Team Advisor	0.070	1,940		_
Football Coach	0.200	5,542		
Football Coach (9th Grade)	0.095	2,633		
Football Coach, Assistant	0.130	3,603		
Golf Coach, Boys	0.075	2,078		
Golf Coach, Girls	0.075	2,078		
Head Teacher	0.160	4,434		
Instrumental Music, Elementary (1)	0.004	111		
Instrumental Music, Elementary (2)	0.008	222		
Instrumental Music, Elementary (3)	0.012	333		
Instrumental Music, Elementary (4)	0.016	443		
Instrumental Music, Elementary (5)	0.020	554		
Media Coordinator (Middle)	0.025	693		
Newspaper Advisor (Middle)	0.030	831		
Newspaper Advisor (Senior High)	0.060	1,663	<del></del>	
Newspaper Printer	0.030	831		
Orchestra Director (Middle)	0.030	831		
Orchestra Director (Senior High)	0.080	2,217		
Photographer (Senior High)	0.016	443		
Quiz Bowl Director	0.060	1,663		
Sixth Period	0.090	2,494		
Sixth Period - One half	0.045	1,247	'	
Soccer Coach, Assistant, Boys	0.075	2,078	3	
Soccer Coach, Assistant, Girls	0.075	2,078	3	

	Index	Salary	
Soccer Coach, Boys	0.110	3,048	
Soccer Coach, Girls	0.110	3,048	
Softball Coach	0.130	3,603	
Softball Coach, Assistant	0.080	2,217	
Special Olympics Director	0.050	1,386	
Speech Coach	0.110	3,048	
Student Council, 1 Period (Senior High)	0.050	1,386	
Student Council, Full (Senior High)	0.080	2,217	
Summer Conditioning Program (Senior High)	0.040	1,108	
Swimming Coach, Assistant, Boys	0.080	2,217	
Swimming Coach, Assistant, Girls	0.080	2,217	
Swimming Coach, Boys	0.143	3,963	
Swimming Coach, Girls	0.143	3,963	
Team Leader (Middle)	0.050	1,386	
Tennis Coach, Boys	0.075	2,078	
Tennis Coach, Girls	0.075	2,078	
Track Coach 9th Grade, Boys	0.080	2,217	
Track Coach 9th Grade, Girls	0.080	2,217	
Track Coach, Assistant, Boys	0.090	2,494	
Track Coach, Assistant, Girls	0.090	2,494	
Track Coach, Boys	0.148	4,101	
Track Coach, Girls	0.148	4,101	
Vocal Music Director (6th Grade)	0.020	554	
Vocal Music Director (Middle)	0.052	1,441	
Vocal Music Director (Senior High)	0.145	4,018	
Vocal Music, Elementary (Per School)	0.004	111	
Volleyball Coach	0.120	3,325	
Volleyball Coach 9th Grade	0.075	2,078	
Volleyball Coach, Assistant	0.090	2,494	
Wellness Coordinator	0.090	2,494	
Wrestling Coach	0.180	4,988	
Wrestling Coach, 9th Grade	0.085	2,356	
Wrestling Coach, Assistant	0.120	3,325	
Yearbook Advisor (Senior High)	0.100	2,771	